

# Newport Mercury

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## The Mercury.

THE MERCURY PUBLISHING CO.

JOHN P. SANBORN, Editor.

142 THAMES STREET.

NEWPORT, R. I.

THE NEWPORT MERCURY was established in June, 1868, and is now in its one hundred and forty-second year. It is the oldest newspaper in the United States, and with less than half a dozen exceptions, the oldest printed in the English language. It is a large quarto weekly of forty-eight columns, filled with interesting reading—editorial, state, local and general news, well selected, interesting and valuable for the people. It is published in this and other states, the limited space given to advertising is very valuable to business men.

TERMS: \$2.00 a year in advance. Single copies in wrappers, 5 cents. Extra copies can always be obtained at the office of publication and at the various news rooms in the city. Specimen copies sent free, and special terms given advertisers by addressing the publisher.

### Societies Occupying Mercury Hall.

MALDEN LODGE No. 83, N. E. O. P., John Allen, Warden; James H. Goddard, Secretary; meets 1st and 3d Wednesday evenings in each month.

THE NEWPORT HORRORIFIC SOCIETY, James Melish, President; Alex. McClellan, Secretary; meets 2nd and 4th Wednesday evenings of each month.

BRADDOCK LODGE No. 11, K. of P., Albert C. Chaffin, Warden; Charles H. Goddard, Secretary; meets 1st and 3d Wednesday evenings of each month.

DAYS DIVISION No. 8, U. R. of I., Sir Knight Capt. Charles H. Goddard, Secretary; meets 1st Friday evening in each month.

## Local Matters.

### A Pretty Story.

But Unhappily Not True.

The stories sent out from Block Island last week regarding the reconciliation between young William Wilson Sloan, Jr., the Harvard student who married Miss Edwards of Boston on the eve of her wedding to another man, and his parents Mr. and Mrs. Wm. W. Sloan, are elaborate productions of a newspaper man's imagination.

According to this scribe, who is certainly an artist in his line, Mr. and Mrs. Sloan, Jr., hatched a plot for a meeting between parents and son. A fake illness was to be the means to attain the end. The weeping mother and silently suffering father stood by their son's bedside and graciously forgave him his transgressions, while extending to his charming bride a hearty welcome into the family circle. It was a pretty story and well written. The only thing lacking about it was that it had no foundation in fact.

As a matter of fact, soon after the elder Sloans arrived at the Ocean View for the season, Mrs. Sloan called at the Spring House and in person engaged rooms for the younger couple. The Sloan, Jr., had been staying at a shore resort on the sound and Mrs. Sloan, Sr., notified them of the arrangements that she had made. They accordingly started for Block Island.

Young Sloan was, however, a sick man. The worry and pain over the arrangement from his father had preyed upon him to such an extent that his health was seriously enfeebled. When he arrived at the island a physician advised that he be taken to the nearest hotel which was the Hygeia, and here he stayed and here his mother visited him until he had recovered sufficiently to proceed to his original destination. They registered as Mr. and Mrs. W. J. Brown of New York and passed several weeks at the hotel under that name although the other guests were well aware of their identity. The mother, Mrs. Sloan, Sr., was with them a great deal, but her primary object in taking them to Block Island—to effect a reconciliation with the father—was unfortunately not accomplished.

The younger Sloans were the life of the house at which they stopped. Mrs. Sloan is a beautiful singer and did not hesitate in using this accomplishment to please the other guests. They made many friends on the island, all of whom hope that their unfortunate family troubles will soon be at an end.

The new Coggeshall building was occupied for the first time on Tuesday when the school year was begun. There are six schools in the building including a kindergarten and are all well filled. In fact the attendance in all the schools of the city is large.

Next Monday and Monday evening occurs the celebration of the 150th anniversary of St. John's Lodge No. 1, A. F. and A. M. A full report has already been given in these columns.

Lieut. H. B. Wilson is detached from the Indiana and ordered home to await orders.

R. I. State Fair.  
1899, dates are  
October  
8, 10, 11, 12.

### Result of Trial Races.

The trial races between Columbia and Defender for the privilege of defending the American cup have been sailed during the past week and the former has been uniformly the winner, proving that she is undoubtedly the better boat. The first race was sailed on Saturday in a light wind, the Columbia leading at the finish by 8 minutes and 46 seconds in the 30-mile course, winning the cup offered by W. Gould Brookaw. Most of the yachts in the harbor followed over the course. There were no exciting incidents to the race.

On Monday the Columbia so far displayed her superiority over the Defender that the committee decided that no further trial was necessary. The difference in time between the two boats was 10 minutes and 7 seconds. The course was triangular and the Columbia increased her lead on every leg. There was a good breeze and a smooth sea, apparently just the right kind of weather for the Columbia. In fact she made the best impression upon yachtsmen in this race of any in which she has been entered. The new mast appeared to be all that could be desired, and gave good service. The weather was so clear that the yachts could be seen for a long distance with the naked eye, a fact very pleasing to the spectators.

This race probably settled the question as to which craft should start the Shamrock. While the name of the cup defender has not been announced for technical reasons, there is of course no doubt but that the Columbia will be chosen, and yachtsmen are confident that she will win.

It is said that considerable sums of money have been wagered among the summer residents on the result of the race, many being willing to give big odds on the American yacht. The Englishmen are prepared to back their challenger, however, and large sums will change hands in this city after the result is announced.

On Tuesday a race was sailed for a cup offered by William Goddard, the Columbia being again the winner. The course was 10 miles to windward and return, having been cut down from the 15 miles originally intended to be sailed. Interest in the race was not felt to any great extent and few yachts went over the course.

### Entertained Grand Officers.

Grand Master E. H. Morris and Grand Secretary C. H. Brooks of the Grand Lodge of the United States, G. U. O. O. F., visited this city Wednesday evening on a tour of inspection and were accorded a hearty welcome by Canochet Lodge, No. 2, 438. They were escorted about the city by an escort headed by the Newport Patriarchs, No. 92, G. M. Council, No. 68, Canochet Lodge, No. 2, 438.

The route of march terminated at Odd Fellows Hall, where a reception was tendered to the visiting officers. D. B. Allen, M. V. P., acted as master of ceremonies and presented the members to the grand officers. Addresses were made by Grand Master Morris and Grand Secretary Brooks, after which dancing and a general good time followed. Household of Ruth, No. 501, served refreshments and assisted very materially in the enjoyment of the occasion. Music was furnished by the Harry K. Howard orchestra.

Mr. Edward G. Hayward is suffering from a broken leg. Following the collision at Masonic hall after the corner stone exercises were completed a number of the members were engaged in impromptu dancing, when Mr. Hayward slipped and fell with his leg vial under him. He was removed to his home in a carriage.

Mr. Charles L. F. Robinson has been appointed by Mayor Boyle a member of the park commission to serve out the unexpired term of Major Theodore K. Gibbs.

Rev. J. Frank Fleming and Mrs. Fleming have gone to Flemington, N. J., where they will spend the month of September.

The public schools resumed their sessions for the fall term on Tuesday, with good attendance in every school.

Tug Potomac of the U. S. Navy is in quarantine at Rose Island, having come here from an infected port.

Miss May Smith has returned to her home in this city after spending her vacation with relatives in New York.

Mr. Benjamin F. Cottrell of Manchester, N. H., has been in this city this week.

Miss Bessie Wilson of Bristol, is the guest of Mr. and Mrs. William H. Graham.

Mrs. William Smith accompanied by her two sons has returned from a visit to New York.

Mr. Russell K. Bryer of New York is visiting friends in this city.

### Interesting Sessions.

The Narragansett Baptist Association began its fortieth annual session at the First Baptist Church in this city Wednesday morning. The morning session was opened by Scripture reading by Rev. W. B. Wilson, and prayer was offered by Rev. E. M. Wilson. Rev. Myron D. Fuller of Block Island preached the sermon, his subject being "The Gospel of Christ." The sum of \$19.40 was added to the fund for aged ministers.

Rev. Myron D. Fuller of Block Island was chosen moderator at the business session and Dr. George B. Peck of Providence was chosen secretary. Rev. John L. Crane offered prayer. The report of the committee of arrangements was received and adopted after which Rev. Brewer G. Boardman delivered the address of welcome.

Mrs. Manning of Providence and Mrs. Smith of Pawtucket addressed the Women's Foreign Missionary Society. Rev. C. A. Marryott opened the business session with prayer, after which letters and reports from the various churches were read. The moderator announced the following committee:

On Admission of Churches—Rev. T. S. Snow, Rev. E. M. Wilson, H. L. Miller.

On Place and Preacher—Rev. C. A. Marryott, Rev. John L. Crane, F. H. Bates.

On Resolutions—Rev. S. D. Anderson, Rev. E. L. Lindh, Rev. W. D. McKinnon.

On Obituaries—Rev. P. D. Root, Rev. N. D. Wilson, David A. Pratt.

On Historical Sketch—Rev. W. R. Bartlett, Rev. H. N. Jeter, F. H. Matison.

On State of Religion—Rev. W. L. Swan, Rev. F. J. Bartlett, Rev. J. E. Marsh.

Rev. J. B. Marsh, state colonizer, spoke in behalf of the Rhode Island Baptist State Convention; Rev. Charles H. Reese of Newton Theological Seminary, in behalf of ministerial education, and Rev. Warren Randolph, D. D., in behalf of the Rhode Island Educational Society.

Rev. H. W. Jones, chaplain of the Consociation, addressed the young people on the work of the young men in the war with Spain. Rev. E. J. Gault spoke on the strength of the young people's movement in religious life. Rev. Warren Randolph, D. D., offered the prayer and benediction. In the evening Rev. W. L. Swan of Westerly led the praise and devotional service, and Rev. D. B. Johnson, D. D. of Fall River preached the doctrinal sermon.

At the Thursday morning session Rev. E. M. Wilson offered prayer and letters and reports from committees were read and received. It was voted to hold the next meeting with the First Baptist church at Wickford on the second Wednesday in September, 1900. Rev. Brewer G. Boardman being selected to preach the annual sermon.

After an address by Rev. C. H. Spaulding, D. D., and a consociation meeting the session adjourned.

### City Mission Sunday School.

On this the 10th anniversary of the City Mission Sunday school we come before you to make our annual appeal for financial aid. The past year has been a prosperous one in many ways, as our attendance has largely increased, especially with adult members, who are "steadily in their attendance, and also in the increased quiet during the hour session of the school. In cool weather the number attending is much larger, than during the warm season, for there are many attractions, tending to draw young people away from Sabbath observance. Many of them come from homes where all days are considered alike and it is imperative that they be taught to respect the Sabbath day. Gifts of flowers are very pleasing and many an eye brightens when the precious blossoms are handed to them, to cheer some sick friend, or carried to their own homes to brighten the fireside. Entertainments are given in the winter making it a very happy time for all who participate.

The names of more than 200 children are on our list of membership and it is our purpose to seek out the most neglected ones from the street between 6 and 7 p. m. and teach them from Divine word. This can be done only by help from philanthropic people who have kindly remembered us in past days, and to whom we look for substantial aid. Will not you help in this the Lord's work, that you may hear the blessed "Inasmuch as you have done it to the least of these ye have done it unto me?"

Donations from friends the past year were nearly \$100, expenses \$200. Help us, help the dear parents of these dear children to "train them up in the way they should go, that when they are old, they may not depart from it."

We like to think of the grand possibilities in these children if their characters are shaped by the word of God. Help us make the influence of this school, greater than the influence of the sun.

Address D. B. Fries  
333 Thames street or box 97.

### Cornerstone Laid.

The Masonic Ceremony at the New City Hall was well Conducted.

Monday dawned clear and cool, an ideal day for a public function of any sort, and especially favorable for an open air occasion such as laying the cornerstone for the new city hall. The crowd was large, the exercises were of an interesting nature and the speeches were exceptionally good. The Grand Lodge of Masons of Rhode Island conducted the ceremonies.

The Grand Lodge met at the Masonic Temple and the procession was formed for the march to the city hall. The line was headed by the Newport Lodge, No. 1, St. John's Lodge, No. 1, and St. Paul's Lodge, No. 11, A. F. and A. M., escorted the Grand Lodge and guests over the line of march. When the procession arrived at Ball street the Grand Master and his suite passed between the lines and ascended the platform which had been erected for the occasion.

The exercises were begun by an overture by the band, after which the grand chaplain offered prayer. Grand Master Lavey then made his proclamation and was formally requested by Alderman Shantler, chairman of the city hall commission to lay the cornerstone, according to the ancient use of Free Masons. The masonic rites followed.

Rev. George W. Cutter then delivered the eulogy on masonry which was an able and interesting address. He spoke of the principles and purposes of the Masonry, saying that there was nothing secret about the order save certain rites and ceremonies used in the lodge. He told of many of the foremost men of this country in the Revolution who had been members of the Masonic order. He spoke of two tenets of the order—faith in the brotherhood of man, and in the fatherhood of God. His address was an eloquent tribute to the order and was closely followed by those present.

The grand secretary then read a list of the articles which had been placed in a copper box to go beneath the cornerstone. In the list was a copy of the Mercury of September 2. The box was then placed in the proper receptacle by the grand treasurer and the working tools of operative Masonry were distributed by the grand marshal, the square to the deputy grand master, the level to the senior grand warden, and the plumb to the junior grand warden. The grand master then spread the cement under the stone, which was lowered to its place upon the foundation and tried by the several grand officers with the square, level and plumb. When each had declared that the work had been done, the grand master declared the stone to be "well founded, true and frosty, and laid by us in ample form." Corn, wine and oil were poured upon the stone and the grand chaplain pronounced the blessing. The grand marshal then made the final proclamation and the masonic exercises were completed.

City Solicitor J. Stacy Brown was then introduced by Alderman Shantler and delivered the historical address which was a masterly effort and one appreciated by the audience. He told how the land was procured by the original Henry Bull in 1639, and handed down from father to son until, after 230 years, it was decided to the city. He spoke of the early places of holding the council meetings, June 6, 1812, being the first record of a town council meeting held in a town hall in the town of Newport. He spoke of the old historic structures about the city of which the citizens are proud, yet thought that they ought not always to be looking backward. He described the difference between the questions of the past and those of the present, how the giving of municipal franchises had supplanted the consideration of stripes at the whipping post, the weight of baker's bread and the marking of sheep. He touched upon questions of the day which must be settled within the walls of the new building—taxes on franchises, the establishment of a city council consisting of but one board, and measures which must be taken to preserve the interest and friendship of the summer guest.

"We welcome, then, this city hall to our municipal life. It will stand beneath a sky that can change from darkest gray to the brightest Venetian blue. It will be bathed in the after-glow of sunsets more brilliant than the brush or a Turner can portray. This placid and rugged face will suggest the rock-bound shores that guard us from the sea. The completed tower will overlook our city laws beautified by bright flowers and tropical palms, in contrast to growths which their rough line softened here and there by the curve of a sandy beach. May the municipal policy inaugurated here be worthy of this environment. May every official, may every act of the city government, aim to secure the advancement of our municipality and the best welfare of our citizens."

This address concluded the exercises and the line returned to Masonic hall where a collation was served. The Harry K. Howard orchestra furnished music.

### City Council.

The regular meeting of the city council for September was held on Tuesday evening, when considerable business was presented for consideration. The meeting was an interesting one from one point of view, but no very important matters were settled.

The report of the finance committee was received and bills ordered paid from the several appropriations as follows:

Poor Department,	\$ 235.53
City Assessor,	297.87
Watch and Police,	258.92
Fire Department,	1239.72
Public Schools,	1239.72
Streets and Highways,	1239.72
Van Zandt Avenue Bridge,	1239.72
Public Parks,	1239.72
Health Sanitation,	1239.72
New Engine House, Ward 5,	1239.72
City Hall Commission,	1239.72
Removing House of Old,	1239.72
Dog Fund,	1239.72
Barred Grounds,	1239.72
Touro Synagogue Fund,	1239.72
Lighting Street,	1239.72
Public Buildings,	1239.72
Ward Meetings,	1239.72
Books, Stationery and Printing,	1239.72
Incidentals,	1239.72
New City Hall,	1239.72
Total,	\$7000.00

A communication was received from W. A. Murfield offering to construct the city sidewalks at 17 1/2 cents per square foot and one from W. A. Cole offering to lay granite walks at 16 1/2 cents per square foot. They were referred to the committee on streets and highways.

A petition for a fire alarm box on the No. 2 engine house was referred to the committee on fire department. A resolution was passed referring all papers and documents relating to the Bailey's beach controversy to a special committee consisting of Aldermen O'Neill and Hamilton and Councilmen Lawton, Kelley and Murphy. The committee on street lights was empowered to trial all trees interfering with the city lighting.

The committee on streets and highways presented a communication touching on various subjects. It asked for an extra appropriation of \$5,000 for carrying on the work of the department; notified the council that the lease of the present quarry would expire in May, 1900, and recommended that a new lease be made with Brown & Howard at 91 cents per ton for stone quarried and recommended that \$3,500 be appropriated for removing the stone crusher to the new quarry; recommended that the sidewalk ordinance be called up; that Ledge road be macadamized from Bellevue avenue to Lakeview avenue at an estimated cost of \$2,250, to macadamize Elliot Place at a cost of \$1,100, macadamize Gurney court at a cost of \$100 and grade Bridge street at a cost of \$700.

The appropriation of \$5,000 for use of the street department was passed by the board of aldermen but was lost in the common council, the chair ruling that extra appropriations required a three-fourths vote of all members of the body. The vote stood 10 for the appropriation to 3 against.

"During the discussion of a lease of a new stone quarry, it developed that there would be a saving of 1 cent per ton on stone with an expense of \$5,500 for moving the crusher. The resolution was defeated. The recommendations of the committee regarding Gurney court, Ledge road, Elliot place, and Bridge street were adopted. City Solicitor Brown was called into the council chamber to construe the law regarding extra appropriations and gave it as his opinion that an extra appropriation required the approval of three-fourths of all the members of the council, not three-fourths of those present at any meeting.

A petition for a street lamp on Gibbs avenue was referred to the committee on street lights. The city auditor's report was received. The city treasurer was authorized to accept \$400 for the perpetual care of the burial lot of James C. Swan. A communication was received from the Congregation Jesuit Israel, asking that the salary of the minister from September 4 to 27 be paid from the Town ministerial fund and that an appropriation of \$150 be made. The resolution was adopted.

The sidewalk ordinance was passed by the board of aldermen and sent to the common council for concurrence. The latter body, however, referred it to the committee on revision of the city ordinances and the upper board concurred. An appropriation of \$500 was made for the purchase of a strip of land from Cornelius Moriarty for the improvement of the approach to the Clarke tr. school.

Mayor Boyle called the attention of the board to the death of Patrolman James O. Myers. An invitation was received from the Newport Police Relief Association to attend their benefit at the Opera House on Sept. 12, and was accepted.

Another resolution appropriating \$500 for the street department was received in the common council and, after an attempt to amend it by reducing the amount to \$200 was defeated, the resolution was adopted. The board of aldermen created a number of fruit and junk dealers' licenses.

### Unique Parade.

The first parade of automobiles ever seen in this city was held Thursday afternoon, and was a grand success from a social and spectacular point of view. The line was formed at Bellevue and the competition in obstacle driving was encountered. Bellevue was crowded with people to see the vehicles pass. Mrs. Herman Oelrichs met with an accident and was unable to continue.

The competition was in the park at Belmont and prizes were awarded as follows:

First—Large silver London box, for best decorated automobile, Mrs. Herman Oelrichs.  
Second—Silver floral vase for best decorated automobile, Mr. M. M. Shoemaker.  
Third—For best competition driving, Mr. Stuyvesant Le Roy. Prize, silver cup.

The parade then started for Gray Craig, after one more carriage had dropped out. The line was accompanied by a large drag to be used in case of accident but fortunately no mishap occurred on the way. Dinner was served in the barn at Gray Craig and dancing was in order later.

### Struck by Electric.

Lawrence Martin, a man 63 years of age, was seriously injured Monday evening by being run down by an electric car. Mr. Martin has been somewhat infirm for some years and to that affliction the unfortunate accident is probably due.

He left his residence at 358 Spring street shortly after 7:20 Monday evening and started to cross the car track. His wife who was seated on the piazza of her home, saw the car approaching and shouted to him to come back. At the same time the motorman rang the gong and shouted at him, and probably somewhat confused and alarmed, Mr. Martin tried to leave the track before the car struck him. The motorman applied all the brakes and did all in his power to stop the car but the unfortunate man was knocked to the ground and the car passed over his left leg.

A hurry call was sent for the ambulance and a physician and both responded promptly. Dr. Jacoby ordered his removal to the hospital where he has now a fair chance of recovery. It would appear that the motorman was in no way responsible for the accident.

### Portsmouth.

Misses Sarah and Lu C. Albino, and masters Albert E. Brown and Chester Carr, all of "Vacation" district, have commenced attending school in Newport for the coming year.

At Island Park on Monday, Labor Day, was the largest crowd ever known to be there. The cars being so crowded that passengers were two hours in reaching New town village from Newport oftentimes there was a waiting of three quarters of an hour on the switches.

Mr. Timothy P. Durfee, at the "Durfee Tea House" on Glen road is having a windmill erected over his well, to supply both home and barn with water. Said Tea House has been engaged for lunch or dinner parties every evening this week.

The Newport County Agricultural Society has erected the frame work of the building in which exhibitors will show their various products on Tuesday, Wednesday and Thursday of next week. They have added to the large space occupied last year, a shed with a board roof for the use of the poultry departments. The society will spare no effort to make this a grand success and from the large premiums offered we trust there will be no lack of entries for exhibition. Also judging from the past that no pains have been spared in the selection of Judges, so that a fair and honest judgment will be made in every department. Exhibitors will observe by the posters that the hall will be open for entries on Monday and it is hoped most of them will bring in their vegetables, etc., on that day. An entertainment will be given each evening, to be followed by a grand social, to music by the Harry K. Howard orchestra, of Newport, with Mr. William H. Allen, prompter. Both of which are free to those attending the fair.

On Tuesday evening an entertainment entitled, "A Bachelor's Adventure" will be given under the management of Mr. William J. Vars.

On Wednesday evening an entertainment entitled, "Aunt Jane's Cure," by 12 young ladies of St. Margaret's Guild, Middletown. The entertainment on Wednesday evening, will be by a company from Fall River and Westport.

On Thursday evening, Mr. William H. Gilford, Master of Portsmouth Grange, was stricken with paralysis, while giving the grange meeting in Oakland Hall.

Mr. E. S. Hutchins, special agent of the rural free delivery bureau of the post office department, has been in the city this week arranging to introduce the free delivery system in the smaller towns of the county. The request of Jamestown for this accommodation has been refused but Little Compton will be favored with free delivery service.

Sunday services at the Salvation Army tomorrow: Song and praise service, 3 p. m.; children's meeting, 4 p. m.; mission Sunday School, 6 p. m.; Gospel meeting, 8 p. m.

PUBLIC LAWS, PASSED AT THE  
JANUARY SESSION, 1899.[The Chapters of the Public Laws are  
numbered continuously from the Gen-  
eral Laws, Revision of 1893.]CHAPTER 64.  
AN ACT RELATING TO NEGOTIABLE INSTRUMENTS.(Passed May 23, 1899.)  
It is enacted by the General Assembly as  
follows:TITLE I.  
GENERAL PROVISIONS.Section 1. This act shall be known as  
the Negotiable Instruments Law.  
Sec. 2. In this act, unless the context  
otherwise requires:  
"Acceptance" means an acceptance com-  
pleted by delivery or notification.  
"Action" includes counterclaim and set-  
off.  
"Bank" includes any person or associa-  
tion of persons carrying on the business  
of banking, whether incorporated or not.  
"Bearer" means the person in possession  
of a bill or note which is payable to  
bearer.  
"Bill" means a bill of exchange, and  
"note" means negotiable promissory note.  
"Delivery" means transfer of possession,  
actual or constructive, from one person  
to another.  
"Holder" means the payee or endorsee  
of a bill or note, who is in possession of  
it, or the bearer thereof.  
"Indorsement" means an indorsement  
completed by delivery.  
"Instrument" means negotiable instru-  
ment.  
"Issue" means the first delivery of the  
instrument, complete in form, to a per-  
son who takes it as a holder.  
"Person" includes a body of persons,  
whether incorporated or not.  
"Value" means valuable consideration.  
"Written" includes printed, and "writing"  
includes print.Sec. 3. The person "primarily" liable on  
an instrument is the person who by the  
terms of the instrument is absolutely re-  
quired to pay the same. All other parties  
are "secondarily" liable.  
Sec. 4. In determining what is a "rea-  
sonable time" or an "unreasonable time,"  
regard is to be had to the nature of the  
instrument, the usage of trade or business,  
and the facts of the particular case.  
Sec. 5. Where the day, or the last day,  
for doing any act herein required or per-  
mitted to be done falls on Sunday or on a  
holiday, the act may be done on the next  
succeeding secular or business day.  
Sec. 6. The provisions of this act do not  
apply to negotiable instruments made and  
delivered prior to July 1, 1893.  
Sec. 7. In any case not provided for in  
this act the rules of the law merchant  
shall govern.  
Sec. 8. Sections 4, 5, 7, 9, of Chapter 104  
of the General Laws are hereby repealed.  
NEGOTIABLE INSTRUMENTS IN  
GENERAL.

## Form and Interpretation.

Sec. 9. An instrument to be negotiable  
must conform to the following require-  
ments:

1. It must be in writing and signed by  
the maker or drawer;
2. Must contain an unconditional promise  
or order to pay a sum certain in  
money;
3. Must be payable on demand, or at a  
fixed or determinable future time;
4. Must be payable to order or to bearer;  
and,
5. Where the instrument is addressed to  
a drawee, he must be named or otherwise  
indicated therein with reasonable cer-  
tainty.

Sec. 10. The sum payable is a sum cer-  
tain within the meaning of this act, al-  
though it is to be paid:

1. With interest; or
2. By stated installments; or
3. By stated installments, with a pro-  
vision that upon default in payment of any  
installment or of interest the whole shall  
become due; or
4. With exchange, whether at a fixed  
rate or at the current rate; or
5. With costs of collection or an attor-  
ney's fee in case payment shall not be  
made at maturity.

Sec. 11. An unqualified order or promise  
to pay is unconditional within the mean-  
ing of this act, though coupled with:

1. A condition of a particular fund and out-  
of which reimbursement is to be made, or
2. A statement of the transaction which  
gives rise to the instrument.

But an order or promise to pay out of a  
particular fund is not unconditional.Sec. 12. An instrument is payable at a  
determinable future time within the  
meaning of this act, which is expressed to  
be payable:

1. At a fixed period after date or sight;  
or at sight; or
2. On or before a fixed or determinable  
future time specified therein; or
3. On or at a fixed period after the oc-  
currence of a specified event, which is  
certain to happen, though the time of hap-  
pening is uncertain.

An instrument payable upon a contin-  
gency is not negotiable, and the happen-  
ing of the event does not cure the defect.Sec. 13. An instrument which contains  
an order or promise to pay is not neg-  
otiable. But the negotiable character of  
an instrument otherwise negotiable is not  
affected by a provision which:

1. Authorizes the sale of collateral se-  
curities in case the instrument be not paid  
at maturity; or
2. Authorizes a confession of judgment if  
the instrument be not paid at maturity;  
or
3. Waives the benefit of any law intend-  
ed for the advantage or protection of the  
obligor; or
4. Gives the holder an election to require  
something to be done in lieu of payment  
of money.

But nothing in this section shall validate  
any provision or stipulation otherwise il-  
legal.Sec. 14. The validity and negotiable char-  
acter of an instrument are not affected by  
the fact that:

1. It is not dated; or
2. Does not specify the value given, or  
that any value has been given therefor; or
3. Does not specify the place where it is  
drawn or the place where it is payable; or
4. Bears a real; or
5. Designates a particular kind of cur-  
rent money in which payment is to be  
made.

But nothing in this section shall alter or  
repeat any statute requiring in certain  
cases the nature of the consideration to be  
stated in the instrument.Sec. 15. An instrument is payable on de-  
mand, or at sight with grace, or on  
presentation; or

1. Where it is expressed to be payable  
on demand, or at sight with grace, or on  
presentation; or
2. In which no time for payment is ex-  
pressed.

Where an instrument is issued, accepted or  
indorsed when overdue, it is, as regards  
the person so issuing, accepting or in-  
dorsing it, payable on demand.Sec. 16. The instrument is payable to  
order where it is drawn payable to the  
order of a specified person, or to him or  
his order. It may be drawn payable to the  
order of:

1. A payee who is not maker, drawer or  
drawee; or
2. The drawer or maker; or
3. The drawee; or
4. Two or more payees jointly; or
5. One or more of several payees; or
6. The holder of an office for the time  
being.

Where the instrument is payable to or-  
der, the payee must be named or other-  
wise indicated therein with reasonable  
certainty.Sec. 17. The instrument is payable to  
bearer:

1. When it is expressed to be so payable;  
or
2. When it is payable to a person named  
therein or bearer; or
3. When it is payable to the order of a  
fictitious or non-existing person, and such  
fact was known to the person making it  
so payable; or
4. When the name of the payee does not  
purport to be the name of any person; or
5. When the instrument is payable to  
bearer.

Sec. 18. The instrument is payable to  
bearer:

1. When it is expressed to be so payable;  
or
2. When it is payable to a person named  
therein or bearer; or
3. When it is payable to the order of a  
fictitious or non-existing person, and such  
fact was known to the person making it  
so payable; or
4. When the name of the payee does not  
purport to be the name of any person; or
5. When the instrument is payable to  
bearer.

Sec. 19. The instrument is payable to  
bearer:

1. When it is expressed to be so payable;  
or
2. When it is payable to a person named  
therein or bearer; or
3. When it is payable to the order of a  
fictitious or non-existing person, and such  
fact was known to the person making it  
so payable; or
4. When the name of the payee does not  
purport to be the name of any person; or
5. When the instrument is payable to  
bearer.

Sec. 20. The instrument is payable to  
bearer:

1. When it is expressed to be so payable;  
or
2. When it is payable to a person named  
therein or bearer; or
3. When it is payable to the order of a  
fictitious or non-existing person, and such  
fact was known to the person making it  
so payable; or
4. When the name of the payee does not  
purport to be the name of any person; or
5. When the instrument is payable to  
bearer.

Sec. 21. The instrument is payable to  
bearer:

1. When it is expressed to be so payable;  
or
2. When it is payable to a person named  
therein or bearer; or
3. When it is payable to the order of a  
fictitious or non-existing person, and such  
fact was known to the person making it  
so payable; or
4. When the name of the payee does not  
purport to be the name of any person; or
5. When the instrument is payable to  
bearer.

Sec. 22. The instrument is payable to  
bearer:

1. When it is expressed to be so payable;  
or
2. When it is payable to a person named  
therein or bearer; or
3. When it is payable to the order of a  
fictitious or non-existing person, and such  
fact was known to the person making it  
so payable; or
4. When the name of the payee does not  
purport to be the name of any person; or
5. When the instrument is payable to  
bearer.

Sec. 23. The instrument is payable to  
bearer:

1. When it is expressed to be so payable;  
or
2. When it is payable to a person named  
therein or bearer; or
3. When it is payable to the order of a  
fictitious or non-existing person, and such  
fact was known to the person making it  
so payable; or
4. When the name of the payee does not  
purport to be the name of any person; or
5. When the instrument is payable to  
bearer.

an indorsement in blank.

Sec. 15. The instrument need not follow  
the language of this act, but any terms  
are sufficient which clearly indicate an in-  
tention to conform to the requirements  
hereof.Sec. 16. Where the instrument or an ac-  
ceptance or any indorsement thereon is  
dated, such date is deemed prima facie to  
be the true date of the making, drawing,  
acceptance or indorsement, as the case  
may be.Sec. 17. This instrument is not invalid  
for the reason only that it is ante-dated or  
post-dated, provided this is not done for  
an illegal or fraudulent purpose. The per-  
son to whom an instrument so dated is  
delivered acquires the title thereto as of  
the date of delivery.Sec. 18. Where an instrument expressed to  
be payable at a fixed period after date is  
issued, accepted, or where the acceptance  
of an instrument payable at a fixed  
period after date is undated, any holder  
may insert therein the true date of is-  
sue or acceptance, and the instrument  
shall be payable accordingly. The inser-  
tion of a wrong date does not void the in-  
strument in the hands of a subsequent  
holder in due course; but as to him, the  
date so inserted is to be regarded as the  
true date.Sec. 19. Where the instrument is wanting  
in any material particular, the person in  
possession thereof has a prima facie au-  
thority to complete it by filling in the  
blank therein, and a signature on a  
blank paper delivered by the person mak-  
ing the signature in order that the paper  
may be converted into a negotiable in-  
strument operates as a prima facie au-  
thority to fill it up as such for any  
amount. In order, however, that any  
such instrument, when completed, may be  
enforced against any person who became a  
party thereto prior to its completion, it  
must be filled up strictly in accordance  
with the authority given and within a  
reasonable time. But if any such instru-  
ment, after completion, is negotiated to a  
holder in due course, it is as valid and  
enforceable for all purposes in his hands, and  
he may enforce it as if it had been filled  
up strictly in accordance with the author-  
ity given and within a reasonable time.Sec. 20. Where an incomplete instrument  
has not been delivered it will not, if com-  
pleted and negotiated without authority,  
be a valid contract in the hands of a  
holder, as against any person whose sig-  
nature was placed thereon before delivery.Sec. 21. Every contract on a negotiable  
instrument is incomplete and revocable  
until delivery of the instrument for the  
purpose of giving effect thereto. As be-  
tween immediate parties, and as regards  
a remote party other than a holder in due  
course, the delivery, in order to be ef-  
fectual, must be made either by or under  
the authority of the party making, draw-  
ing, accepting or indorsing, as the case  
may be; and in such case the delivery  
may be shown to have been conditional,  
or for a special purpose only, and not  
for the purpose of transferring the prop-  
erty in the instrument. But where the  
instrument is in the hands of a holder in  
due course, a valid delivery thereof by  
all parties prior to him so as to make  
them liable to him is conclusively pre-  
sented. And where the instrument is not  
in the hands of a holder in due course,  
signature appears thereon, a valid and in-  
tent delivery by him is presumed un-  
less the contrary is proved.Sec. 22. Where the language of the in-  
strument is ambiguous, or there are omis-  
sions therein, the following rules of con-  
struction apply:

1. Where the sum payable is expressed  
in words and also in figures and there is  
a discrepancy between the two, the sum  
denoted by the words is the sum payable;  
but if the words are ambiguous or uncer-  
tain, references may be had to the fig-  
ures to fix the amount;
2. Where the instrument provides for  
the payment of interest, without specifi-  
cally stating the rate of interest, it is to  
run, at the legal rate, from the date of  
the instrument, and if the instrument is  
undated, from the date thereof;
3. Where the instrument is not dated, it  
will be considered to be dated as of the  
time it was issued;
4. Where there is a conflict between the  
written and printed provisions of the in-  
strument, the written provisions prevail;
5. Where the instrument is so ambigu-  
ous that there is doubt whether it is a  
bill or note, the holder may treat it as  
either at his election;
6. Where a signature is so placed upon  
the instrument that it is not clear in what  
capacity the person making the same in-  
tended to sign, he is to be deemed an in-  
dorsor;
7. Where an instrument, containing the  
words "I promise to pay" is signed by  
two or more persons, they are deemed to  
be jointly and severally liable thereon.

Sec. 23. No person is liable on the instru-  
ment, whose signature does not appear  
thereon, except as herein otherwise ex-  
pressly provided. But one who signs in a  
trade or assumed name will be liable to  
the same extent as if he had signed in his  
own name.Sec. 24. The signature of any party may  
be made by a duly authorized agent. No  
separate form of appointment is neces-  
sary for this purpose; and the authority  
of the agent may be established as in other  
cases of agency.Sec. 25. Where the instrument contains  
or a person adds to his signature words  
indicating that he signs on or behalf  
of a principal or in a representative cap-  
acity, he is not liable on the instrument  
if he was duly authorized; but the mere  
addition of words describing him as an  
agent or as filling a representative cap-  
acity, without disclosing his principal,  
does not exempt him from personal li-  
ability.Sec. 26. A signature by "procuration"  
operates as notice that the agent has but  
a limited authority to sign, and the prin-  
cipal is bound only in case the agent in  
so signing acted within the actual limits  
of his authority.Sec. 27. The indorsement or assignment  
of the instrument by a corporation or by  
an infant passes the property therein,  
notwithstanding that from want of cap-  
acity the corporation or infant may in-  
cur no liability thereon.Sec. 28. Where a signature is forged or  
made without the authority of the person  
whose name it purports to be, it is  
wholly inoperative, and no right to retain  
the instrument, or to give a discharge  
thereof, or to enforce payment thereof  
against any party thereto, can be ac-  
quired through or by such signature, un-  
less the person to whom it is presented  
knows or has notice at the time of its  
presentation that it is forged or made  
without authority.Sec. 29. An accommodation party is one  
who has signed the instrument as maker,  
drawer, acceptor or indorsor, without re-  
ceiving value therefor, and for the pur-  
pose of lending his name to some other  
person. Such a person is liable on the  
instrument to a holder for value, notwith-  
standing such holder at the time of taking  
the instrument knew him to be only an  
accommodation party.Sec. 30. An instrument is negotiated  
when it is transferred from one person to  
another in such manner as to constitute  
the transferee the holder thereof. If pay-  
able to bearer, it is negotiated by deliv-  
ery; if payable to order, it is negotiated

## VORINE WASHING POWDER

A Cake of Fine Toilet Soap in Every Package.

of the indorsement of the holder com-  
pleted by delivery.Sec. 31. The indorsement must be writ-  
ten on the instrument itself or upon a  
paper attached thereto. The signature of  
the indorser without additional words, is  
a sufficient indorsement.Sec. 32. The indorsement must be an in-  
dorsement of the entire instrument. An  
indorsement which purports to transfer to  
the indorsee a part only of the amount  
payable, or which purports to transfer the  
instrument to two or more indorsees se-  
verally, does not operate as a negotiable  
indorsement. But where the in-  
strument has been paid in part, it may  
be indorsed as to the residue.Sec. 33. An indorsement may be either  
special or in blank; and it may also be  
either restrictive or qualified, or con-  
ditional.Sec. 34. A special indorsement specifies  
the person to whom, or to whose order,  
the instrument is to be payable; and the  
indorsement of such indorsee is necessary  
to the further negotiation of the instru-  
ment. An indorsement in blank specifies  
no person, and an instrument so indorsed  
is payable to bearer and may be ne-  
gotiated as such.Sec. 35. The holder may convert a blank  
indorsement into a special indorsement by  
writing over the signature of the indorser  
in blank any name consistent with the  
character of the indorsement.Sec. 36. An indorsement is restrictive,  
which endures:

1. It specifies the further negotiation of  
the instrument;
2. It constitutes the indorsee the agent of  
the indorser;
3. It vests the title in the indorsee in trust  
for or to the use of some other person.

But the mere absence of words implying  
power to negotiate does not make an in-  
dorsement restrictive.Sec. 37. A restrictive indorsement con-  
fers upon the indorsee the right:

1. To receive payment of the instru-  
ment;
2. To bring any action thereon that the  
indorser could bring;
3. To transfer his rights as such in-  
dorsee, but the form of the indorse-  
ment authorizes him to do so.

But all subsequent indorsees acquire  
only the title of the first indorsee under  
the restrictive indorsement.Sec. 38. A qualified indorsement consti-  
tutes the indorser a mere assignor of the  
title to the instrument. It may be made  
by adding to the indorser's signature the  
words "without recourse" or any words  
of similar import. Such an indorsement  
does not impair the negotiable character  
of the instrument.Sec. 39. Where an indorsement is con-  
ditional, a party required to pay the instru-  
ment may disregard the condition and  
make payments to the indorser or his  
transferee, whether the condition has  
been fulfilled or not. But any person to  
whom an instrument so indorsed is ne-  
gotiated, without the name or the pro-  
ceeds thereof, subject to the rights of the  
person indorsing conditionally.Sec. 40. Where an instrument, payable  
to bearer, is indorsed specially, it may  
nevertheless be further negotiated by de-  
livery; but the person indorsing specially  
is liable as indorser to only such holders  
as make title through his indorsement.Sec. 41. Where an instrument is pay-  
able to the order of two or more payees or  
indorsees who are not partners, all must  
indorse, unless the one indorsing has au-  
thority to indorse for the others.Sec. 42. Where an instrument is drawn  
or indorsed to a person as cashier or  
treasurer, or in any capacity, it may be  
negotiated by the person so designated,  
if he is a partner in the bank or corpo-  
ration, or if he is authorized by the bank  
or corporation to negotiate the instru-  
ment.Sec. 43. Where the name of a payee or  
indorsee is a partnership, the instrument  
may be negotiated by any partner, or by  
any person authorized by the partnership  
to negotiate the instrument.Sec. 44. Where any person is under ob-  
ligation to indorse in a representative cap-  
acity, he may indorse in such terms as  
may be necessary to indicate his capacity.Sec. 45. The signature of the indorser  
operates as notice of the maturity of the  
instrument, every negotiation is deemed  
prima facie to have been effected before  
the instrument was overdue.Sec. 46. Except where the contrary ap-  
pears every indorsement is presumed  
prima facie to have been made at the  
place where the instrument is dated.Sec. 47. An instrument negotiable in its  
origin continues to be negotiable until it  
has been restrictively indorsed or dis-  
charged by payment or otherwise.Sec. 48. The holder may at any time  
strike out any indorsement which is not  
necessary to his title. The indorser whose  
indorsement is struck out and all in-  
dorsees subsequent to him are thereby re-  
lieved from liability on the instrument.Sec. 49. Where the holder of an instru-  
ment payable to his order transfers it for  
value without indorsing it, the transfer  
vests in the transferee such title as the  
transferor had therein, and the transferee  
acquires, in addition, the right to have  
the indorsement of the transferor. But  
for the purpose of determining whether  
the transferee is a holder in due course,  
the negotiation takes effect as of the time  
when the indorsement is actually made.Sec. 50. Where an instrument is nego-  
tiated back to a prior party, such party  
may, subject to the provisions of this  
act, re-indorse and further negotiate the  
same. But he is not entitled to enforce  
payment thereof against any interven-  
ing party to whom he was personally li-  
able.ARTICLE II.  
Rights of the Holder.Sec. 51. The holder of a negotiable  
instrument may sue thereon in his own  
name; and payment to him in due course  
discharges the instrument.Sec. 52. A holder in due course is a hold-  
er who has taken the instrument under  
the following conditions:

1. That it is complete and regular upon  
its face;
2. That he became the holder of it before  
it was overdue, and without notice that  
it had been previously dishonored, if such  
was the fact;
3. That he took it in good faith and for  
value;
4. That at the time it was negotiated  
to him he had no notice of any infirmity  
in the instrument or defect in the title of  
the person negotiating it.

Sec. 53. Where an instrument payable  
on demand is negotiated after its issue, the  
holder is not deemed a holder in due course  
unless he is a holder in due course.Sec. 54. Where the transferee receives  
notice of a defect in the instrument or  
defect in the title of the person nego-  
tiating the same before he has paid the  
full amount agreed to be paid therefor, he  
will be deemed a holder in due course only  
to the extent of the amount theretofore  
paid by him.Sec. 55. The title of a person who nego-  
tiates an instrument is defective within the  
meaning of this act when he obtained  
the instrument, or any signature there-  
to, by fraud, duress, or force and fear,  
or other unlawful means, or for an illegal  
consideration, or when he negotiates it in  
breach of faith or under such circum-  
stances as amount to a fraud.Sec. 56. To constitute notice of an in-  
firmity in the instrument or defect in the  
title of the person negotiating the same,  
the person to whom it is negotiated must  
have had actual knowledge of the in-  
firmity or defect, or knowledge of such facts  
that his action in taking the instrument  
amounted to bad faith.Sec. 57. A holder in due course holds the  
instrument free from any defect of title of  
prior parties, and free from defensesavailable to prior parties among them-  
selves, and may enforce payment of the  
instrument for the full amount thereof  
against all parties liable thereon.Sec. 58. In the hands of any holder oth-  
er than a holder in due course, a negoti-  
able instrument is subject to the same de-  
fenses as if it were non-negotiable. But  
a holder who derives his title through a  
holder in due course, and who is not him-  
self a party to any fraud or illegality af-  
fecting the instrument, has all the rights  
of such former holder in respect of all  
parties prior to the latter.

[TO BE CONTINUED.]

## REMOVING A SEA SAFEGUARD

Removal of One Pillsoll Mark Was  
Followed by Disaster.Part of the work that Samuel Pillsoll  
did for the benefit of British ship-  
ping has been undone by the British  
Board of Trade in the abolition of the  
"Winter North Atlantic Mark."Before Pillsoll's time vessels were sys-  
tematically overloaded and sent to sea to  
take their chances of foundering in the  
first gale they encountered. He  
devoted his life to the creation of a  
system which should give a margin of  
safety to seagoing ships, and finally  
succeeded in having the "Pillsoll  
mark" adopted by the British Govern-  
ment. The Board of Trade, which has  
supervision of such things, ordered that  
it be affixed to all sea-going vessels,  
and the work of affixing it according  
to the principles laid down by Mr.  
Pillsoll was intrusted (and still is) to  
Lloyd's.The first part of this "mark" is a  
circle crossed by a bar, and that bar  
indicates the normal safe depth to  
which the vessel can be loaded down.  
But as what may be safe loading in  
some waters is not safe in others a  
second mark was placed at the right  
of the first. This is an upright mark  
having four horizontal bars running  
out from the right of it and one from  
the left. The bar running to the left  
is highest up and is called the "fair  
weather mark." The highest bar to  
the right is the "Indian summer mark,"  
the next lowest the "Summer," the next  
the "Winter" and the lowest the "Win-  
ter North Atlantic."Now, North Atlantic winter weather  
is the worst a ship can possibly en-  
counter, and therefore it was ordered  
that she should not be loaded down so  
deeply for voyages in such weather as  
she could be with safety in any other  
weather. Pillsoll had not been long  
dead when an agitation was begun for  
a modification of his marks. The own-  
ers and shippers wanted to be allowed  
to take a little more chance with the  
winds and waves. The margin of  
safety, they said, was too great. The  
result was that the Board of Trade re-  
duced the margin of safety required  
for all vessels up to and including those  
of 300 tons in length and in vessels  
above that length abolished the "Win-  
ter North Atlantic mark" altogether.This abolition of the old mark means  
a considerable gain in freight-carrying  
capacity. For example, a vessel of  
from 7,000 to 8,000 tons register will  
be able to carry 150 tons more cargo,  
or 200 tons out and back, enabling her  
to earn, say, another \$1,500 for her  
owners.But it is a significant fact that within  
a short time after the abolition of the  
"Winter North Atlantic mark" nine  
seamens were reported missing on the  
Atlantic, representing in the ag-  
gregate 20,754 tons. The loss in value  
of ships and cargo amounts to \$2,645,-  
660.This would seem to indicate that the  
Board of Trade made a big mistake  
when it undertook to interfere with  
the Pillsoll mark. Losses at sea are  
frequent enough when every care is  
taken. To remove any of the safe-  
guards which have been thrown around  
ocean travel is little less than crim-  
inal.

Why Birds' Eggs Vary in Shape.

"Bird's eggs differ in shape as well  
as they do in color," said a well-known  
ornithologist recently. "For instance,  
the eggs of the owl family are almost  
spherical and are thus easily moved by  
the parent bird in her desire to secure  
an equal amount of warmth to each  
during the time of hatching. As she  
rests in a hole, there is no fear what-  
ever of any of her clutch rolling away  
and being smashed. On the other  
hand, the guillemot, which nests, or  
rather lays her eggs, on flat bare rocks  
in high, exposed latitudes, lays a sin-  
gle egg so elongated and curiously  
shaped that when stirred by a violent  
gust of wind or the bird's sudden flight  
it does not roll away, but simply spins  
around on its axis like a top. In the  
case of plovers, snipes, and other birds  
that lay four large eggs, the eggs nar-  
row so rapidly toward the smaller end  
that four of them in a nest practically  
form a square, thus enabling the bird  
to cover them the more effectually."

Washington Star.

1195 AND THIS LIES.

Knowing how to think aids in know-  
ing what to think.No church is Christian, if it fails to  
go out doing good.The fuel of knowledge must be  
touched by the holy spirit torch be-  
fore it will give heat.The devil is not greatly disturbed by  
church services; it is Christ-service he  
fears.

When you awake

more tired than when you went









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